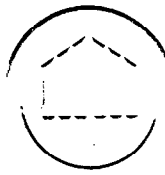


RECORDATION NO. 9939-A Filed 1425

DEC 26 1978 - 10 40 AM

INTERSTATE COMMERCE COMMISSION



TEXAS STATE BANK

Wayne V. Baker, SENIOR VICE PRESIDENT

RECORDATION NO. 9939 Filed 1425

DEC 26 1978 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

December 18, 1978

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D. C. 20423

Attention: Railroad Documentation

Gentlemen:

Pursuant to the provisions of Section 1116.4 of Chapter X of the Regulations of the Interstate Commerce Commission, the following letter is hereby submitted.

The names and addresses of the parties to the transaction are as follows:

Mortgagor, Debtor,
Lessor, and Assignor
of Lease:

Harold A. Wolf
7004 Edgefield
Austin, Texas 78731

Lessee:

LAMCO, Inc.
777 South Post Oak Road
Suite 504
Houston, Texas 77056

Mortgagee, Secured
Party and Assignee
of Lease:

Texas State Bank
900 Congress Avenue
Austin, Texas 78701

Guarantor:

None

This filing is to record and perfect Texas State Bank's security interest in the railroad tank cars described below, and any and all additions, accessories, accessions, and attachments thereto and substitutions and replacements thereto and substitutions and replacements therefor, and all Management Agreements, leases, and chattel paper related thereto, all proceeds (hereinafter defined) of any of the foregoing, and all

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I. C. C.
FEE OPERATION BR.

No. 8-360A033

Date DEC 26 1978

Fee \$ 100.00

ICC Washington, D. C.

Interstate Commerce Commission
December 18, 1978
Page Two

monies, income, increase, benefits and products attributable to the foregoing, or accruing thereto. The term "proceeds" shall have the same meaning as used in Chapter Nine of the Uniform Commercial Code as now or hereafter adopted in the State of Texas and shall include (without limitation) all accounts, general intangibles, instruments, documents, monies, insurance, chattel paper, income, and other property, benefits or rights of whatever kind or nature arising from, attributable to or accruing from any and all sales, leases or other dispositions of any or all of the aforesaid Collateral, and to record and perfect Texas State Bank's security interest in the Lessor's interest in a certain lease ("Management Agreement") of said railroad tank cars between Harold A. Wolf, as Lessor, and LAMCO, Inc., as Lessee, and all amendments and supplements thereto, and the collateral assignment of said lease ("Management Agreement") by Lessor to Texas State Bank ("Assignment of Lease").

A general description of the railroad equipment covered by the lease and assignment thereof is as follows:

Three (3) 33,000 gallon nominal capacity tank cars, DOT 112J340W and DOT 105A300W, non-coiled and insulated; with 100-ton roller bearing trucks bearing the following identifying marks and car numbers:

LAMX 3400, LAMX 0028, LAMX 3448.

The owner of the aforementioned tank cars is Harold A. Wolf.

Enclosed are three executed counterparts of the Security Agreement, Collateral Assignment, and Consent to Collateral Assignment, as required by ICC Rules and a check for \$100.00 to cover the filing fee.

The original documents should be returned to Texas State Bank, c/o McGinnis, Lochridge & Kilgore, Fifth Floor, Texas State Bank Building, 900 Congress Avenue, Austin, Texas 78701, Attention: Mr. Louis Frank Oliver.

If possible, please call Louis Frank Oliver collect at (512) 476-6982 when the enclosed documents are recorded.

Very truly yours,

TEXAS STATE BANK

By 
Wayne Baker, Senior Vice President

COLLATERAL ASSIGNMENT

COLLATERAL ASSIGNMENT made December 18, 1978, *HAW*
by HAROLD A. WOLF, residing at 7004 Edgefield, City of
Austin, County of Travis, State of Texas (herein referred to
as "Assignor"), to TEXAS STATE BANK of 900 Congress Avenue,
City of Austin, County of Travis, State of Texas (herein
referred to as "Assignee"). *A*

SECTION ONE

DEC 18 1978

Assignment

For valuable consideration, the receipt and sufficiency
of which are hereby acknowledged, Assignor hereby assigns to
Assignee, its successors and assigns, all chattel paper,
including the "Management Agreement" dated November 16, 1978,
made between Assignor, as "Owner," and LAMCO, INC., as the same
may be supplemented and amended from time to time, herein
referred to as the "Lease", and all the right, title, and interest
of Assignor in the railroad rolling stock and other goods
described in the Lease, and all rents and other sums becoming
due pursuant to the Lease, with interest thereon. Assignor
further grants to Assignee all rights and remedies of Assignor
under the Lease, including, but not limited to, the rights:

1. To sue in either the name of Assignor or Assignee
for breach of the Lease.
2. To retain all rents and other sums collected pursuant
to the Lease, and to apply the same in accordance with the terms
of the Loan Agreement of even date herewith between Assignor as
"Debtor" and Assignee as "Lender."
3. To exercise the rights of Assignor of repossession
and sale pursuant to and for the reasons stated in the Lease.
4. To make any agreement with lessee regarding collections,
extensions of time for payment, title to the railroad rolling
stock and all other goods leased, and any other terms of the
Lease.

SECTION TWO

Obligation Secured

NACW
KAW,
This assignment is made as collateral security, and a security interest is hereby granted in the Lease and in the above-described railroad rolling stock and other goods, rents and other sums pursuant to the Texas Business and Commerce Code, to secure the payment of a promissory note, made by Assignor, dated Dec 18, 1978, in the amount of One Hundred Thousand Dollars (\$100,000.00), or as much thereof as shall be advanced, payable to the order of Assignee, which with interest at ten percent (10%) per annum, is due July 3, 1979.

SECTION THREE

Perfection of Security Interest

Assignor shall execute, or join in executing, a financing statement, Interstate Commerce Commission registration statements, and any other instrument or instruments deemed necessary by Assignee to perfect the security interest of Assignee hereunder, and Assignor shall pay the cost of filing these instruments. Assignor shall deliver to Assignee, in pledge, the Lease, thereby perfecting, by possession, the security interest of Assignee hereunder.

SECTION FOUR

Warranties

Assignor warrants and represents that:

1. The Lease is genuine, legally enforceable, and free from all defenses or offsets.
2. The Lease is the only lease executed for the railroad rolling stock and other goods described therein.
3. Subject to the Lease, Assignor is the true and lawful owner of the railroad rolling stock and other goods therein described, and such railroad rolling stock and other goods are free and clear from all security interests, liens, encumbrances, and debts and not subject to the rights of any other person or persons, natural or otherwise, except as provided under the Lease and hereunder.

4. All warranties, representations, and other statements in the Lease are true.

5. The amount of rentals represented in Lease to be unpaid is correct.

6. The railroad rolling stock and other goods described in the Lease have been inspected by lessee and accepted with no oral or written objections by lessee and with no oral or written representations by Assignor other than those stated in the Lease.

7. Assignor shall comply with all of the obligations of Assignor pursuant to the Lease or hereunder.

SECTION FIVE

Indemnification and Continuing Obligations

Assignor shall continue to perform faithfully on or before the date due for performance, each of the obligations placed upon Assignor in the Lease. Assignee does not assume any of said obligations. Assignee may, at its option, perform any of said obligations, and upon performing same, all expenses incurred by Assignee in said performance shall become additional obligations of Assignor to Assignee which shall draw interest at the maximum legal rate applicable and which shall be secured by this Assignment and, the Security Agreement of even date, and all other liens and security interest held by Assignee on any property of Assignor.

Assignor shall indemnify Assignee and its successors and assigns against any loss, cost, and expense, including legal fees, resulting from defenses, counterclaims, or offsets of lessee based on any actual or claimed failure by Assignor to fulfill the obligations of Assignor to lessee required by the Lease or otherwise.

SECTION SIX

Collections and Returns

Assignor shall have no authority, without the prior written consent of Assignee, to accept collections or to consent to the return of the railroad rolling stock and other goods.

Assignee may, in the name of Assignor, indorse, without recourse, all remittances received. In the event that Assignee, for any reason, requests the return of the railroad rolling stock and other goods to Assignor, Assignor shall accept such railroad rolling stock and other goods and shall pay all costs incurred therewith in the event that lessee does not pay such costs.

SECTION SEVEN

Modification of Lease

Without the prior written consent of Assignee, Assignor shall have no authority to modify the terms of the Lease

SECTION EIGHT

Default

On any default by Assignor of the terms hereof or of the Lease or of any obligation secured hereby or of any other security agreement or contract securing or related to said obligations, Assignee may at its option accelerate all obligations secured hereby so that they shall immediately become due and payable on demand by Assignee, and at Assignee's option, Assignor shall accept reassignment of the Lease and the other subject matter of this Assignment and shall pay therefor the amount owing on the promissory note described in Section Two. These remedies shall be cumulative and not exclusive, and shall not preclude the exercise of any other right or remedy that Assignee might have against Assignor pursuant to the Texas Business and Commerce Code, or otherwise.

SECTION NINE

Reassignment

The Lease shall be reassigned to Assignor by Assignee if the promissory note described in Section Two is fully paid and discharged at its maturity.